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rents and profits of the Premises without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Beneficiary or the solvency of any person or corporation liable for the payment of such amounts.

In the event of any default by Grantor in the performance of any of the terms, covenants and provisions of this Deed of Trust or the Note, Beneficiary shall have the right to enter upon and take possession of the Premises with or without the appointment of a receiver, or an application therefor, and to let the same, either in its own name, or in the name of Grantor, and to receive the rents, issues and profits of the Premises and to apply the same, after the payment of all necessary charges and expenses, on account of the amount hereby secured.

Beneficiary shall have the right from time to time to enforce any legal or equitable remedy against Grantor, including but not limited to, the right to sue for any sums, whether interest, principal, damages for failure to pay said interest or principal or any installment thereof, taxes, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due, without regard to whether the principal sum secured or any other sums secured by the Note and Deed of Trust shall be due and without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Grantor including an action of foreclosure, or any other action permitted hereunder or by law for a default or defaults by Grantor.

5. Right to Commission and Fees: That if the said property shall be advertised for sale as hereinabove provided,